

Return to: Southpoint Financial Services
5910 Shiloh Road East Ste. 112
Alpharetta, GA 30005

STATE OF GEORGIA
COUNTY OF COBB

**TRANSFER AND ASSIGNMENT OF NOTES, DEEDS TO SECURE DEBT AND
OTHER COLLATERAL LOAN DOCUMENTS**

THIS TRANSFER and ASSIGNMENT is made and entered into this 15th day of **September, 2005** by RIVERSIDE BANK, having its principal place of business at 1200 Johnson Ferry Road, Marietta, GA 30068 (hereinafter called "Assignor"), in favor of SOUTHPPOINT FINANCIAL SERVICES INC., whose address is 5910 Shiloh Road East, Suite 112, Alpharetta, GA 30005 (hereinafter called "Assignee").

WITNESSETH:

FOR VALUE RECEIVED, Assignor does hereby grant, bargain, convey, transfer and assign, with full recourse, to Assignee all of Assignor's right, title and interest in, to and under those certain Promissory Notes and Deeds to Secure Debt briefly described in Exhibit "A" and which, by this reference are incorporated herein and made a part hereof, as granted to Assignor as "Grantee", directly or through assignment, covering and conveying certain real property and any fixtures or improvements thereon lying and being in **DeSoto** County, **Mississippi** as described in Exhibit "A" and as more particularly described in the particular security deed, together with all of the trust, title and interest of Assignor in and to the real property conveyed thereby, and all of the rights, powers, privileges and options of Assignor thereunder; and (ii) all indebtedness to Assignor of any kind or nature whatsoever secured by each security deed, and all notes, documents and instruments of any kind or nature whatsoever evidencing such indebtedness.

TO HAVE AND TO HOLD the same, together with all of the rights, members and appurtenances thereof to the same being, belonging or anywise appertaining to the only proper use, benefit and behoof of Assignee.

Assignor warrants and represents to Assignee (i) that Assignor is the sole owner of the instruments, property, powers, rights, privileges and options transferred and assigned hereby, (ii) that all of Assignor's right, title and interest in such instruments are free and clear of any encumbrances and liens of every kind and description other than liens in favor of Assignee, and (iii) that Assignor has the full power and authority to enter into this transfer and assignment with Assignee.

This assignment shall be binding upon and enforceable against, and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed and sealed this assignment, and has delivered this assignment to Assignee, on the day, the month and year first written above.

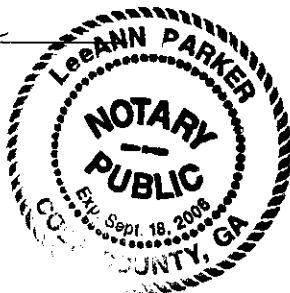
Signed, sealed and delivered
this 15th day of **September, 2005**, in
the presence of:

ASSIGNOR:

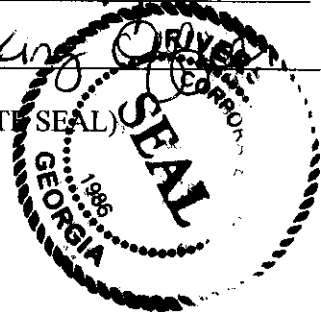
RIVERSIDE BANK

Ming J. Tuf
Unofficial Witness

LeeAnn Parker
Notary Public



By: Kathi Kille
Its: Banking Officer
(CORPORATE SEAL)



Riverside Bank
Tuf

EXHIBIT "A"

Attached to and made a part of the TRANSFER and ASSIGNMENT from RIVERSIDE BANK to SOUTHPOINT FINANCIAL SERVICES INC.

Deed(s) to Secure Debt from the following Grantor(s):

1. **Willie Moore and Tarsha Moore**, dated **March 22, 2004**, recorded at Book **1958** Page **0289** on **April 2, 2004** in **Desoto** County, **Mississippi** records, in the original principal amount of **\$17,000.00**